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#### **Contract Database Metadata Elements**

Title: **Canton Central School District and Canton Central School District Truck Drivers and Helpers, Teamsters Local Union No. 687 (2006)**

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Union: **Canton Central School District Truck Drivers and Helpers**

Local: **Teamsters Union No. 687**

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BUS 4694

COPY

ORIGINAL

**ARTICLES OF AGREEMENT**

by and between

**TRUCK DRIVERS AND HELPERS**

**LOCAL UNION NO. 687**

14 Elm Street

Potsdam, New York 13676

and

**CANTON CENTRAL SCHOOL**

99 State Street

Canton, New York 13617

Effective July 1, 2006

Expiration June 30, 2009

**RECEIVED**

DEC 06 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PREAMBLE**

This Agreement made this day Oct 16, 2006 by and between the Canton Central School District (hereinafter called the "Employer") and the Teamsters Local Union No. 687 (hereinafter called the "Union").

## **ARTICLE 1: RECOGNITION AND SCOPE**

The Employer recognizes the Union as the exclusive representative of its employees in work classifications covered by this Agreement for the purposes of collective bargaining and in compliance with the Public Employees Fair Employment Act providing that the Union meets all qualifications as outlined in Section 204, Article 14, of the Civil Service Law.

## **ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE**

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 3: UNION SECURITY**

- 3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.
- 3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligations to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the

employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

3.3 In accordance with the policy set forth under subparagraphs (1) and (2) of this Section, all employees shall pay to the Local Union, the employee's exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

3.4 The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union not later than the end of the month in which deductions were made. The Union shall notify the District in writing to whom the deduction shall be paid.

3.5 When the Employer needs additional driving personnel, the Union shall be given equal opportunity with all sources to provide suitable applicants. However, the hiring of all employees shall be the sole responsibility of the Board of Education.

3.6 A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, for the first sixty (60) working days of employment.

No provision of this Article shall apply in any state to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall be met first.

#### **ARTICLE 4: INSPECTION PRIVILEGES**

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

#### **ARTICLE 5: BULLETIN BOARDS**

The Employer agrees to provide bulletin boards in the bus garage and to permit the Union to post notices and other material pertaining to the official business of the Union.

## ARTICLE 6: MILITARY SERVICE

- 6.1 Employees enlisting or entering the military or naval service of the United States shall be entitled to such reinstatement rights as may be prescribed by law in effect at the time such persons made application for re-employment, provided the following requirements are met:
- a. Has not been dishonorably discharged.
  - b. Is physically able to do the work.
  - c. Reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.
- 6.2 Upon re-employment, a veteran shall be accorded full seniority; however, a veteran, upon re-employment, shall resume employment at no higher place in any training program or job progression program than he/she occupied when he/she left to enter service regardless of his/her credited seniority, and he/she shall be paid strictly in accordance with the established pay schedule for the training program or job progression program.

## ARTICLE 7: SENIORITY

- 7.1 Transportation Department seniority shall prevail, subject to the conditions of this Article. Seniority for any bargaining unit employee shall start with the employee's effective probationary appointment date. In cases of multiple hires on the same date, assignment of new hires to position on the seniority list shall be handled by lot conducted by the District representative(s) and the Union Steward.

Substitute service shall not count toward seniority. Board of Education approval shall not be delayed beyond the second regular meeting of the Board of Education after the **bidding process has been completed**. This procedure shall apply to any employee who is employed on a regular basis regardless of the number of hours worked per day.

All newly hired employees shall be considered probationary for the first sixty school days of employment and shall not have recourse to the grievance procedure nor bid rights for this period. It is understood that the Employer shall not use any subterfuge to prevent a new employee from gaining seniority under this provision. Exceptions to the sixty (60) school day probationary period are: 1. any driver with ten (10) or more years of service who terminates his/her employment for any reason and is rehired within twenty-four (24) consecutive months shall only have to complete fifteen (15) probationary days, and 2. The probationary period for

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substitute drivers hired as regular employees shall be reduced by the amount of substitute service performed by the employee during the year immediately preceding the date of hire. In no case shall the probationary period be reduced to a period of less than thirty (30) days for said substitute drivers.

In case of disciplinary action within the sixty (60) school day period, the Employer shall notify the employee and Union Steward in writing of the reasons and action taken.

7.2 In case of layoff due to lack of work, employees shall be laid off in reverse order of department seniority, provided the senior employee is qualified to replace the laid off employee. Call back of laid off employees shall be in order of department seniority. An employee to be considered available must be able to be contacted by phone unless other arrangements have been previously made between the employee and Employer. Only in the event of a layoff shall bumping be permitted and then only if the senior employee is qualified to replace the less senior employee.

The following procedure shall apply in cases involving layoff due to the cancellation of a regular a.m. or regular p.m. run; senior driver driving a single a.m. or single p.m. regular run may bump the least senior driver also driving a single a.m. or single p.m. regular run.

The junior driver bumped from the single regular run may exercise his or her seniority in accordance with the provisions of this Article.

7.3 The Employer shall furnish the Union a seniority list, upon the request of the Union, not more often than at the start of each school year. The Head Steward shall be notified immediately, in writing, of any vacancy or newly hired employees.

7.4 Bidding Procedures for all vacancies occurring or newly created job openings, the Employer shall:

- a. Post a notice of such vacancies or openings within seven (7) work days, including a full description of position, starting time and other pertinent information on such bulletin boards as are necessary to inform all employees;
- b. Keep such notice posted for seven (7) work days.
- c. The bidding poster shall be taken down at the conclusion of the posting period and awarded by the Employer representative to the most senior bidder within seven (7) work days after the next regularly scheduled board meeting. There shall be a mutual agreement between the Employer and Department Steward on any extenuating circumstances which might delay or prevent award of the bid. The award shall be effective at the start of the next regularly scheduled work week. If no employee bids, the position

will be filled by a lottery.

A trial qualifying period of fifteen (15) work days shall be allowed. In the event a successful bidder does not qualify, he/she shall be allowed to return to his/her former position. In the event of a District-filled vacancy, Article 7.1 would then apply for the qualifying period.

d. The Union Steward shall be notified, in writing, of all vacancies or openings before bidding.

e. Employees who are awarded a bid shall be prohibited from bidding for a six (6) month period.

**7.5 Qualifications:**

The District shall have the sole right to determine qualifications for purposes of Article 7.1 (newly hired employees), 7.2 (bumping), and 7.4 (bidding). Any dispute concerning employee qualifications under 7.2 and 7.4 shall be subject to the grievance procedure.

7.6 a. All extra runs shall be granted in line with departmental seniority on a rotating basis. In the event no one bids on a particular extra or overtime run, the run shall be covered by the least senior driver unless mutually agreed otherwise by the Department Steward and the Employer.

b. In the event a driver loses a scheduled extra run due to postponement of an event, he/she shall be returned to the head of the rotation and receive the next available extra run. The postponed event shall go back up for bid when re-scheduled.

c. No regular driver shall be allowed to bid on extra driving if it would interfere with his/her daily scheduled run(s), except an overnight weekend trip that overlaps with a regular driver's Friday run. In such a case, a regular driver may bid for the run so long as the District knows about the trip at least three work days in advance. Should a regular driver drive such a trip, he/she will not be paid for the Friday regular run(s) that she/he does not drive.

d. A driver who is unable to bid on an extra run due to a conflict with his/her daily scheduled run(s) shall remain at the top of the seniority rotation list until an extra run comes up that is not in conflict with his/her regular daily run(s).

e. Weekend and holiday trips will be put up for bid on a rotation basis. All drivers will sign the list at the beginning of the school year who wants to drive these runs. Weekend runs will be posted by noon on



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Thursday of each week. Drivers will bid by 2:00 p.m. on that day. Holiday runs will be posted by noon on the day preceding the last day of school prior to the holiday. Drivers will bid by 2:00 p.m. on that day. All runs that come up after the bid will be assigned on a rotational basis by seniority.

f. Absent extenuating circumstances, the above shall govern assignment of the extra runs. Extenuating circumstances would be those caused by emergencies or situations in which the senior driver could not be reached.

7.7 Seniority of any bargaining unit employee shall be broken only by:

- a. A sustained discharge.
- b. Resignation.
- c. Failure to return at the conclusion of an approved leave of absence.
- d. Layoff period of three (3) years or more.

7.8 Exception to Bidding Procedure:

Notwithstanding the bidding procedures outlines in this Agreement, the District reserve the right, pursuant to a "Reassignment Procedure" developed by the Labor/Management Committee and approved by the Superintendent, to assign drivers to specific routes where parental complaints, student discipline and/or student welfare require driver reassignment. The Reassignment Procedure shall be developed by the Labor/Management Committee no later than October 31, 2006. The decision as to whether driver reassignment is necessary and/or appropriate shall be made at the sole discretion of the Superintendent.

**ARTICLE 8: STEWARDS**

8.1 The Employer recognizes the right of the Union to designate a Union Steward.

8.2 The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievance in accordance with the provisions of Article 9 of this Agreement,

b. The transmission of such messages and information which shall originate with, and are authorized by, the Union, provided such messages and information

- 1) have been reduced to writing, or
- 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.
- 3) The Employer may request the Steward to assist in investigating complaints or solving problems that may arise concerning drivers.

8.3 The Employer recognizes these limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts.

The Steward shall suffer no loss of wages as a result of the performance of his/her duties as Steward.

#### **ARTICLE 9: ARBITRATION AND GRIEVANCE PROCEDURE**

9.1 In the event that any difference or dispute should arise between the Employer and the Union, or its member employed by the Employer, over the application and interpretation of the terms of this Agreement, there shall be no work slowdown or work stoppage. An earnest effort shall be made to settle such differences immediately, and in the following manner:

- a. Between the aggrieved employee (with or without the Steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within 7 work days of the incident giving rise to complaint by the Head Steward. If no satisfactory agreement is reached within seven (7) working days, then:
- b. Between the Union representative and the Chief School Administrator. If no satisfactory agreement is reached within seven (7) working days following the next Board of Education meeting, the following shall apply:
- c. Between the Union representative and Chief School Administrator together with the Board of Education. If no satisfactory agreement is reached at this meeting, the following shall apply:

9.2 Arbitration

If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Mediation Board for final and binding decision. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to his/her jurisdiction, the other party shall have the right to take immediately all legal recourse.

**ARTICLE 10: DISCIPLINARY ACTION**

- 10.1 The Employer shall not discharge or suspend any non-probationary employee (Article 7. 1) without just cause. In all cases involving discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his/her discharge or suspension and the reason therefore. Such written notice shall also be given to the Steward, and a copy sent by registered mail to the Union representative as soon as reasonably possible, but not later than five (5) working days from the time of the discharge or suspension.
- 10.2 Any employee discharged must be paid in full for all wages owed him/her by the Employer including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved; provided the Board of Education has approved payment.
- 10.3 Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) working days from the date of discharge or suspension.
- 10.4 If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

**ARTICLE 11: EXAMINATIONS**

- 11.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided however, the Employer shall pay for all such examinations. The Employer shall furnish a doctor for the purpose of physical examinations for bus drivers before the opening of school in September each year. Employees shall be notified of date, time, and place. The initial examination must be conducted by the School Physician.

In the event an employee has been absent due to a serious illness or accident, the Board of Education may require a medical examination and approval before

employee returns to work.

- 11.2 All drivers must pass the required physical examination as set forth in the Regulations of the Commissioner of Education, part 156.3, administered by the School Physician.

Should the employee fail the required physical and the Union believes an injustice may have been done, the Union may have the employee reexamined at Union expense. Should the Union Physician disagree with the findings of the School Physician, he/she may contact the School Physician and discuss the matter with him/her. The decision of the School Physician, however, shall be final.

- 11.3 A driver who fails to pass the required physical must exercise one of the following options:

- a. Indicate a desire to utilize accumulated sick time.
- b. Request a leave of absence in accordance with this Agreement.
- c. Resign.

A driver failing to elect one of the above options within thirty (30) days shall be terminated by the District and shall forfeit any and all rights conferred by law or this Agreement.

- 11.4 In the event a school bus driver fails to qualify as prescribed by law and such employee is entitled to pension benefits within five (5) years, but does not qualify for any type of retirement benefits, including disability insurance, at the time of disqualification, such employee shall be given consideration to fill the first vacancy in any department if such vacancy exists within one (1) year of the disqualification. The above is subject to the following limitations:

- a. The employee may not displace a regular employee, nor an employee on layoff from another bargaining unit;
- b. The employee must retire or vest when first eligible, unless waived by mutual agreement;
- c. The employee must be qualified, as determined by the District, to fill the vacancy; and,
- d. The employee shall serve a sixty (60) day probationary period during which he/she may be discharged without recourse to the grievance procedure.

## **ARTICLE 12: MUTUAL INTEREST**

The Union, as well as the employee members thereof, shall agree that they will at all time further the interest of the Employer as fully as it be in their power to do so.

## **ARTICLE 13: DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In compliance with the provisions of the Public Employee's Fair Employment Act and in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employee, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

## **ARTICLE 14: WORKING RULES**

All drivers shall be issued a copy of the rules pertaining to their department. There shall be immediate notification in writing by the applicable supervisor to the Steward and to the Union of all infractions of Employer rules by employees. In addition to above, the Employer shall provide copies of the current Agreement to all bargaining unit employees.

Work rules will be initially issued within two (2) weeks of the signing of this Agreement. If they are not issued, past practice will be used to determine work rules. Rules may be amended as necessary but in no case shall a work rule be in conflict with this Agreement.

## **ARTICLE 15: CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 16: HEALTH AND HOSPITAL**

16.1 The Board of Education will pay the cost for the individual and family plans of the present health and hospital insurance plan, for all non-probationary employees hired after July 1, 2006 who work a minimum of one regular a.m. and one regular p.m. bus run. For all non-probationary employees hired prior to July 1, 2006, the Board of Education will pay the cost for the individual and family plans, however, employees hired prior to July 1, 2006 will not be entitled to health insurance coverage paid for by the District if subsequent to July 1, 2006 they move to a single a.m. or single p.m. bus run. The Employer shall continue to provide health insurance for employees who retire from the District provided they were covered at the time of

retirement, and were employed by the District for ten (10) consecutive years prior to retirement. Retirement, for the purposes of this Article, shall mean the driver meets the requirements for a pension as established by the New York, State Employees Retirement System, or Federal Social Security.

16.2 This agreement shall become effective July 1, 2006 and shall continue in full force and effect until June 30, 2009, except that negotiations shall be re-opened effective July 1, 2006 on the issues of salary and health insurance only as follows:

The District may reopen and the Union agrees to participate in such negotiations in event that any other Employee Unit of the District, (except Food Service), settles their collective bargaining agreement with the District with any change to the Health Insurance provisions from those that exist in the respective District agreements as of July 1, 2006. For the purposes of the re-opener, the issue of salary will include the potential negotiation of longevity payments.

#### **ARTICLE 17: PENSION AND RETIREMENT**

The Employer agrees to continue in effect the present New York State Employees' Retirement System and pay the cost as required by New York State Law.

#### **ARTICLE 18: LEAVES OF ABSENCE**

##### **18.1 Maternity Leave**

Maternity leave, without pay, must be given to any full time female employee upon request. The following conditions will exist: **(Additional leave and/or benefits may be available under the Family and Medical Leave Act.)**

- a. An employee who is pregnant may continue in active employment as late as she desires, provided she is able to properly perform her required duties.
- b. The leave is not to exceed one (1) year except by mutual consent.
- c. Prior to the time that maternity leave begins, an employee who is pregnant shall be entitled to the use of sick leave for any illness which may occur.
- d. All employees will return to their previous positions upon termination of the leave, unless through mutual agreement, employee and administrator agree upon

another assignment.

- e. An employee shall not accumulate seniority during maternity leave of absence.

## 18.2 Sick Leave

Sick leave will be cumulative at the rate of 1 1/2 days per month to a total of fifteen (15) days per year to a total of 180 days.

- a. These shall be used for personal illness up to a maximum time accumulated.

- b. Further, it shall be available for illness in family consisting of husband, wife, and children, to a maximum of 20 days per year, for illness or injury demanding the direct attention of the employee. Additional days for family illness may be granted upon request, at the discretion of the Superintendent.

- c. 1) An employee shall be granted time off with pay for the purpose of attending the funeral upon the death of a member in the immediate family. The employee shall be entitled to a maximum of three (3) working days. For the purposes of this paragraph, "immediate family" shall be defined as to only include the employee's spouse, children, parents, brothers and sisters and stepchildren and parents-in-law.

- 2) An employee shall be granted one (1) day off with pay for actual attendance at the funeral of such employee's grandparents, grandchildren or relative actually living in the employee's household.

- 3) Requests for bereavement leave must be made to the Director of Operations as soon as possible with the director having the right to ask for and receive evidence as to proof of death.

- d. Employees upon retiring after ten (10) years of service with the Employer shall be paid fifteen (\$15.00) dollars per day for accumulated sick leave to a maximum of 180 days. As an alternative to cash payment upon retirement, the employee may convert the maximum number of accumulated sick days allowed by law to the District's 41J Plan. (As of September 2006 the maximum is 165 days).

18.3 Leave of Absence

A leave of absence may be granted to any regular employee upon request, upon the approval of the Board of Education. The following conditions will exist:

- A. The leave must exceed 10 days and shall not to exceed one (1) year.
- B. Employees may not use sick leave for this period.
- C. The employees will not be paid during this leave.
- D. All employees will return to their previous position upon termination of the leave, unless through mutual agreement, employee and Employer agree upon another position, subject to the grievance procedure in cases of disagreement.
- E. Employee shall not accumulate seniority while on leave.
- F. Approved leave shall not constitute a break in service.
- G. During a leave of absence the employee is not entitled to health insurance paid for by the District. During the first 30 days of a leave of absence, the employee may maintain health insurance coverage through the District at his/her sole expense. After the first 30 days of the leave of absence, the employee shall only be eligible for health insurance coverage via COBRA.

18.4 A driver may request time off without pay up to a maximum of 10 days per school year. Such requests shall be subject to prior approval of the Superintendent, driver availability, three (3) days prior written notice by the employee requesting leave, and the prior execution of a payroll deduction form. Time off without pay must be used as full days and may not be taken in excess of 5 consecutive days at any one time.



**ARTICLE 19: PERSONAL INJURY BENEFITS**

19.1 Whenever a Schedule B employee (12 month employee) is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment with the District, he/she shall be paid his/her full salary for each day of absence due to said injury (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for a period of up to 6 months without loss of sick leave, or the period for which Workers' Compensation is paid, whichever period is shorter. Whenever a Driver employee (10 month employee) is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment with the District, he/she shall be paid his/her full salary for each day of absence due to said injury (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for a period up to 90 working days without loss of sick leave, or the period for which Worker's Compensation is paid, whichever period is shorter. Thereafter, for both Drivers (10 month employee) and Schedule B employees (12 month employee), sick leave shall be charged up to the employee's accumulated number of sick days. For each day of sick leave used, the District shall receive the Workers' Compensation payment. If an employee is out of work as a result of an on-the-job injury, the District shall pay for his/her health insurance for up to one (1) from the date of injury. Employees who are off work because of non-job related injury or sickness will be covered by hospitalization for up to six (6) months from the date of the injury including all sick leave.

**ARTICLE 20: PERSONAL LEAVE (10 Month Employees)**

The Employer shall grant all non-probationary ten month employees two (2) days personal (business) leave per year in addition to accumulated sick leave days without financial loss to the employee. Such leave may not be used for sport, recreation, or to engage in other employment.

Personal leave shall not be available to more than two (2) persons on any specific day. The senior employee is to be given preference. At least 48 hours notice of leave is to be given to the Transportation Department Head, except in emergencies.

At the employees discretion one (1) unused personal day maybe carried over to the next school year, not to exceed three (3) days total in any given year. Other unused personal leave day(s) each year shall be added to the employee's sick leave to enable the employee to accumulate 180 days more readily.

If the personal leave is requested and the employee changes his or her mind, ample warning must be given to the supervisor.

## **ARTICLE 21: NON-DISCRIMINATION CLAUSE**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, Vietnam Era and/or disabled Veterans, or handicapped persons, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, Vietnam Era and/or disabled Veterans or handicapped persons.

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Employees covered by this Agreement shall have the same rights, as established in this Agreement, during vacation periods and during periods between school terms that they have during times that school is in session. The services of these employees shall be continued for each term and into any period immediately following established and customary school vacations; provided that such employee has performed services for the District at the end of the previous term or immediately before a vacation period.

## **ARTICLE 22: EQUIPMENT, ACCIDENTS, AND REPORTS**

### **22.1 Defective Equipment**

- a. Employees not required to operate: No employee shall be compelled to operate equipment that is not reasonably mechanically sound and properly equipped to conform with all applicable Town, State, and Federal regulations.
- b. Reports: Employees shall report immediately, or at the end of their shifts, all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out on company time. The Employer shall not ask or require any employee to operate equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved, in writing, as being safe by the mechanical department or a qualified representative of the Employer.

**22.2 Accident Reports:**

Any employee involved in any accidents shall immediately report to The Employer said accident and any physical injury sustained. When required by the Employer, the employee, before going off duty and before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such reports shall be made out on company time, not to exceed one-half (1/2) hour, unless the Employer requires the employee to spend more time. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**ARTICLE 23: LABOR MANAGEMENT COMMITTEE**

23.1 A Labor Management Committee composed of the Department Steward and one (1) additional Union employee and two (2) employer representatives shall meet monthly at a mutually agreed time and place to discuss and make recommendations that:

- a. Will further good relations between the parties;
- b. Will eliminate or alleviate various problems that arise from time to time;
- c. Will further safety in all areas;
- d. Will establish a line of communication between the parties for the benefit of all.

Prior to convening the meeting, the Steward and the Transportation Administrator or his/her representative shall establish the committee agenda.

23.2 Work rules, and the driver incentive program, as developed by the Labor Management Committee, shall be appended to this Agreement. Change or modification to either shall be the responsibility of the committee.

**ARTICLE 24: PROVISIONS REQUIRING LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 25: WAGES AND WORKING CONDITIONS**

Salary Schedule

Schedule A - Bus Drivers (Ten month employees)

Daily Runs	2006-07	2007-08	2008-09
Regular A.M. or P.M	\$7,301	\$7,557	\$7,821
Kindergarten Runs	\$2,970	\$3,074	\$3,182
BOCES Vocational Runs	\$2,970	\$3,074	\$3,182
3:30 Activity Runs	\$1,782	\$1,884	\$1,909
St. Mary's Pickups	\$ 683	\$ 707	\$ 732
Probationary Driver	\$16.81/hr.	\$17.40/hr	\$18.01/hr
6:00 Activity Run	\$2,970	\$3,074	\$3,182
Extra Trips	\$16.81/hr.	\$17.40/hr	\$18.01/hr
Out of Town/Field Trips	\$16.81/hr.	\$17.40/hr	\$18.01/hr

Overnight trips of 4 hours driving time or less one way will be paid @ \$65 plus expenses. Overnight trips in excess of 4 hours actual driving time logged one way, shall be paid at the driver's current hourly rate. If a driver has an assigned overnight trip, a private room will be provided upon driver request.

Short Duration Runs: Short duration runs are defined as less than 2 hours and/or less than 30 miles round trip. When it has been determined that it is not cost effective for a driver to wait, the trip will be designated short duration. The driver will then be guaranteed two (2) hours of "show up" time, each way, at the prevailing hourly rate.

If a regular driver is used to replace another driver on an extra run, the regular driver shall be paid at the contractual hourly rate for that extra run.

Drivers who attend the required two (2) hour training conferences during the school year

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shall be paid the regular hourly rate for each such conference attended. This does not apply to the initial 20 hour driver training course.

2.     Schedule B - Mechanics and Garage Personnel (twelve month employees)

Title	2006-07	2007-08	2008-09
Lead Mechanic	\$32,895	\$34,046	\$35,238
Mechanic	\$31,913	\$33,030	\$34,182
Bus Garage Helper (.5 FTE)	\$12,614	\$13,055	\$13,512

The position of lead mechanic shall carry with it a stipend of \$951 in 2006-07; and \$984 in 2007-08; and \$1,019 in 2008-09.

Unit members covered by Schedule B (12 month employees) are the two mechanics and the bus garage helper.

The following benefits apply to Schedule B (12 month employees) unit members only:

Vacation:                    1-6 years - 12 days; 7 years - 17 days; 1 additional day  
for each 2 years service beyond 7 years to a maximum of  
25 days.

Holiday:                    The eleven (11) of the following paid holidays will be  
granted to Schedule B employees (12 month employees).  
Should a holiday fall during an employee's scheduled  
vacation, an additional day will be granted; an employee  
who has to work on any of these days shall receive a day in  
lieu thereof.

New Year's Day, President's Day as observed by the District, Memorial  
Day, July 4th (Independence Day), Labor Day, Columbus Day, Veterans'  
Day, Thanksgiving Day and Friday after, Christmas and day before. In  
addition, one additional floating holiday per year may be taken at the

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discretion of the employee with prior approval of appropriate supervisor.

If holidays fall on Saturday or Sunday during the school year, the school calendar will be followed in regard to the observance of the holiday, and any employee having to work on a holiday shall receive time and one-half or a day and one-half in lieu of the holiday.

Sick Leave: Employees shall receive sick time at the rate of eighteen (18) days per year, accumulative to one hundred eighty (180) days. These sick days shall commence July 1 and be accumulated at the rate of one and one-half days per month.

Sick leave may include personal illness or sickness in the immediate family. The employee shall determine what constitutes "immediate family." However, family sick leave shall not exceed twenty (20) days a year, and may not be used solely to accompany a family member for rest or recuperation.

Uniforms: The District shall provide each mechanic/bus washer on a yearly basis: 1) 5 sets of uniforms - pants and shirts; and 2) either one jacket or one pair of coveralls. Shoes may be substituted for clothing of equal value.

Driving: Mechanics shall not be required to drive buses on runs except in cases of emergency. (Defined as, beyond the control of the District - i.e. Natural Disasters, Terrorism, and Driver Availability). Mechanics shall be required to maintain 19A certification and will be required to drive as described above.

Summer and School Vacation Work Schedule: During school summer vacation and other school vacations, mechanics will work four ten-hour days per week.

Personal Leave: The employer shall grant all non-probationary twelve month employees two (2) days of personal (business) leave per year in addition to accumulated sick leave days with out financial loss to the employee,. Such leave may not be used for sport, recreation, or to engage in other employment. At least 48 hours notice of leave is to be given to the Transportation Department Head, except in emergencies.

At the employees discretion two (2) unused personal days maybe carried over to the next school year, not to exceed four (4) days total in any given year. Other unused personal leave day(s) each year shall be added to the employee's sick leave to enable the employee to accumulate 180 days more readily.

If the personal leave is request and the employee changes his or her mind, ample warning must be given to the supervisor.

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**Bereavement:** An employee shall be granted time off with pay for the purpose of attending the funeral upon the death of a member in the immediate family. The employee shall be entitled to a maximum of three (3) working days for the purpose of the paragraph. "Immediate Family" shall be defined as to only include the employee's spouse, children, parents, brothers, sisters, and stepchildren and parents-in law.

An employee shall be granted one (1) day off with pay for actual attendance at the funeral of such employee's grandparents, grandchildren, or relative actually living in the employee's household.

Request for bereavement leave must be made to the Director of Operation as soon as possible with the Director having the right to ask for and receive evidence as to proof of death.

**Training:** Release time from work, with pay, will be provided for training when appropriate.

**Emergency Closings:** When school is closed, due to inclement weather or other reasons beyond the control of the District, unit members may choose to work with the approval prior to the shift by the supervisor, and shall be granted a compensatory day off at a mutually agreeable time.

### 3. Safety Incentive Program

Since safety is a paramount concern of the Employer, the Employer, in an effort to encourage safety and to reward those employees with safe work records, hereby establishes a safety award program to be administered as follows:

- a. Regular a.m. or p.m. drivers, and mechanics, who have served in that capacity for a full school year without a preventable accident and who have worked a minimum of 165 days for the District will be awarded the sum of fifty dollars (\$50) at the end of the work year.
- b. Regular a.m. or p.m. drivers, and mechanics, who have completed two (2) consecutive work years without a preventable accident will receive a payment of one hundred dollars (\$100) at the end of the second such year, and each year thereafter, in which no preventable accidents are incurred.

Drivers of other than regular a.m. or p.m. runs shall be awarded twenty-

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five dollars (\$25) and fifty dollars (\$50) respectively under the above conditions.

- c. When a unit member is involved in a preventable accident, their participation in the program ceases and they will commence the following year at the first year status.

The Labor-Management Committee, as outlined in Article 23 of this Agreement, shall have jurisdiction to determine whether or not an accident was "preventable". In the event the Committee cannot reach a determination, the Superintendent and Business Agent shall mutually decide upon a hearing officer to hear the facts and render a final decision.

4. Driver Discipline Stipend:

Regular a.m. and p.m. drivers, who have served in that capacity for a full year and who have worked a minimum of 165 days for the District may be eligible for an annual stipend of \$150.00 provided they satisfy the eligibility criteria established by the Labor/Management Committee and approved by the Superintendent. The eligibility criteria shall be developed and reduced to writing prior to October 31, 2006, and upon approval of the Superintendent shall be signed by the parties hereto and made part of this agreement as a subsequent memorandum of understanding.

**ARTICLE 26: DURATION**

This Agreement shall become effective July 1, 2006 and shall continue in full force and effect until June 30, 2009, subject to the terms of Section 16.2 hereof. It shall be automatically renewed and continued thereafter, from year to year, unless and until terminated by either party by written notice of such intention to terminate given not less than one hundred and twenty (120) days prior to the expiration date of this Agreement to the other party.

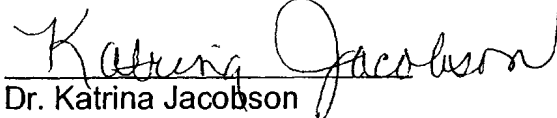
TEAMSTERS LOCAL 687

By

  
Brian K. Hammond 10-16-06  
Business Agent

CANTON CENTRAL SCHOOL

By

  
Dr. Katrina Jacobson  
Superintendent of Schools

By

  
Ben Foote  
Steward 10/16/06

10/16/06